

Exhibit 2

Purchase Order

Date 12/01/21
PO # NE13-0001

Compute North
 7575 Corporate Way
 Eden Prairie MN 55344

Receive By
Vendor # Compute North NE13, LLC
Subsidiary
Memo
Project Manager
Terms Net 30
Shipping Method
Payment Type

Vendor	Ship To
Sunbelt Transformer, Ltd PO Box 619130 Dallas TX 75261-9130	Compute North 3215 Global Place Drive Kearney, NE 68847

Item	Qty	Units	Description	Rate	Amount	Landed Cost
Fixed Assets : Construction in Progress	09		NEW 2000 kVA Padmount Transformer			
	10		REMAN 2000/2240 kVA Padmount Transformer (per attached Sunbelt-Solomon Quote Q-48608 dated 11/23/21)			
Notes: 1. Purchase Order subject to attached terms and conditions. 2. Dedicated production slots for factory to hit delivery dates.project completion. 3. Custom real-time tracker to ensure project completion/drawings/test reports. 4. Deliver is F.O.B. Jobsite.						



Quote: **Q-48608** | Sale
 Date: November 23, 2021
 Change Order: No | Revision: 0
 Project: Minden NE

ATTN: Who you issue your PO to may be changing. If you already issue PO's to Solomon Corporation, no action is needed. If you currently do not, please set up Solomon Corporation in your system as a vendor with the following:

Solomon Transformers, LLC dba Solomon Corporation
PO Box 245
Solomon, KS 67480
Tax ID: 48-0777539

Ahsan Faiz
 Compute North
 ahsan.faiz@computenorth.com

Phil Risch
 Outside Sales
 phil.risch@sunbelt-solomon.com | +1 7248566797

PRODUCT	QTY	EACH
NEW 2000 kVA Padmount Transformer HV: 34500 Delta - LV: 415 Y 240 Taps: +/- 2 @ 2.5% Cooling: ONAN - Temp Rise: 65 C Frequency: 60 Hz - Impedance: 5.75% +/- 7.5% Windings: Aluminum - Fluid: Mineral Oil HV Bushings: Dead Front Loop Feed / 600A Deadbreak LV Bushings: 12-HOLE Spades w/ Supports z.tupper Accessories: Liquid Level Gauge Pressure Vacuum Gauge Dial Type Thermometer Drain and Sample Valve 4 Position T-Blade Bayonet Fuses	9	

PRODUCT	QTY	EACH
REMAN 2000/2240 kVA Padmount Transformer HV: 34500 Delta - LV: 415 Y 240 Taps: 36220, 35360, 34500, 33640, 32780 HV BIL: 150 kV - LV BIL: 30 kV Cooling: KNAN - Temp Rise: 55/65C Frequency: 60 Hz - Impedance: 5.75% +/- 7.5% Windings: Aluminum - Fluid: Natural Ester HV Bushings: Dead Front Loop Feed / 600A Deadbreak LV bushings: Side ANSI 2 Tank Wall / Full Length ATC / 12-HOLE Spades - z-tupper Accessories: Liquid Level Gauge Pressure Vacuum Gauge Dial Type Thermometer Drain and Sample Valve in Padlockable Box 2 Position LBOR in Padlockable Box Bayonet w/ CL Fusing	10	

Lead time/Warranty:

New Units:

Lead time: 20 Weeks shipments starting, staggered shipments following. Production schedule will be provided once available
Warranty: 1 Year

REMAN units:

Lead time: 5-7 Weeks shipping from Temple TX location
Warranty: 3 Year

Net Total: \$ [REDACTED]

New & REMAN

Jobsite

Destination: | **FOB:** ~~Origin~~ | **Shipping & Handling:** Prepaid & Allowed

Shipment: See Notes | **Warranty:** See Additional Information | **Terms:** Net 30 with approved credit.

Offer to sell valid for 30 days. Price is subject to re-evaluation after 15 days. Units subject to availability.

Please note any changes to the specifications on this quotation form and reference the quotation number on your Purchase Order. Sunbelt Solomon ('Supplier') will use your Purchase Order to proceed with manufacturing when terms and conditions are finalized. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production. Production of units that are contingent on the approval/receipt of drawings will begin the manufacturing process after the final sign off on the specified drawings by the customer. Please allow up to 4 weeks for the receipt of requested preliminary, construction, or approval drawings from the signed formal submittal date.

All sales, rental and services are subject to Supplier's Terms and Conditions for Sales and Rentals of Equipment and/or Services ("Terms and Conditions") unless otherwise mutually agreed in writing by officer of Supplier as evidenced by such officer's signature. Acceptance of a Buyer purchase order by Supplier does not constitute acceptance of Buyer terms and conditions. As orders are time sensitive and it is cost prohibitive to review and negotiate terms and conditions between parties, Supplier Terms and Conditions apply to quotes/orders: 1) with a value before tax of \$25,000 or less, 2) emergency services or services completed before issuance of a purchase order, and 3) rush orders for sales and rental that are to ship within three (3) days regardless of submission of terms and conditions by Buyer. If the Quotation is for Company to perform evaluation services on Customer-owned equipment (e.g. for Company to determine how/if the piece of equipment failed and/or whether it can be repaired), then the provisions of terms and conditions will apply which include (among other provisions) risk of loss remaining with Customer and Company only being liable for damage to this equipment to the extent of its gross negligence or willful misconduct. In no event does Supplier accept consequential damages or agree to Prime/Owner contract terms and conditions.

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate. Unit(s) quoted are for normal service conditions as defined by ANSI/IEEE Standards. Notify Supplier at time of quotation should the unit(s) be subject to harmonics, motor starting, shovel duty, or other special service conventions.

Compute North, LLC.
Purchase Order – Standard Terms and Conditions

1. **THE ORDER** - Furnish the material or services specified in full accordance with conditions printed on the face and back hereof, and any other attachments made a part of this order.
2. **TERMS OF SALE** - F.O.B. Destination, Prepaid with freight included in pricing.
3. **IDENTIFICATION OF ORDER** - The Purchase Order Number must appear on all invoices, correspondence containers, shipping papers, and packing lists.
4. **CORRESPONDENCE** - All correspondence pertaining to this order must be addressed as follows: Compute North, LLC., Attn: Accounts Payable, 7575 Corporate Way, Eden Prairie, MN 55344.
5. **BILLING INSTRUCTIONS** - Electronic invoice, within five (5) days after shipment of equipment or material addressed as follows: ap@computenorth.com.
 - a. Send SEPARATE invoices for EACH AND EVERY shipment.
6. **TAXES** – Prices quoted on Purchase Order do not indicate applicable Sales Taxes. Vendor shall include applicable Sales Taxes on invoices.
7. **PAYMENT TERMS** - The net amount due shall be paid in full within thirty (30) days of the invoice date, granted invoice date does not precede delivery date. If partial shipments are made, payments shall become due in accordance with the designated terms upon submission of invoices.
8. **CONTRACTUAL REMEDIES** - Compute North shall be bound by the warranty remedies set forth in Section 9.
9. **MATERIALS/EQUIPMENT** - Unless specifically called for in the Purchase Order, all items shall be new and unused. The Vendor warrants that the supplies delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this order for a period of twelve (12) months from the date such supplies are received unless otherwise indicated on Vendor proposal. If such supplies are not manufactured by Vendor, Vendor will not do anything to waive or adversely affect any warranties provided by the manufacturer, if applicable, for such supplies that would otherwise be available to Compute North or Vendor. Vendor shall use its commercially reasonable efforts to obtain commercially available guarantees or warranties issued by manufacturers of materials and equipment supplied by Vendor to Compute North. Vendor shall ensure that any guarantee or warranty issued by the manufacturers of materials and equipment supplied by Vendor Group shall be assigned to Compute North or issued in the joint names of Compute North and Vendor, such that Compute North shall have the same benefits and protection provided by such guarantee or warranty as Vendor. Vendor shall assist Compute North in enforcing such guarantees or warranties. Except as expressly herein provided, the issuance or existence of any such guarantee or warranty shall not relieve Vendor of its duties or obligations under this Agreement or applicable Law.
10. **PACKING LIST** - A detailed packing list showing the purchase order must accompany all shipments.
11. **INSPECTION** - All supplies purchased hereunder are subject to inspection and rejection within five (5) days of receipt by Compute North and rejected supplies will be returned at the Vendor's expense. Transportation charges paid by Compute North in returning rejected supplies shall be reimbursed by the Vendor. Compute North's count shall be final and conclusive on all shipments not accompanied by a packing list. In addition to the right to return rejected supplies, in the event of delivery of supplies not in accordance with the requirements of this order, Compute North may notify the Vendor of such damages or deficiencies and if not repaired or corrected by the Vendor within ten (10) days after receipt of such notice, or such additional time as may be mutually agreed to by Compute North and the Vendor, Compute North shall have the right to correct any damages, defects, insufficiencies or improprieties therein and do any other work necessary to put the supplies in condition for the use intended and the reasonable and documented cost of such correction shall be deducted from the monies due the Vendor under this order.

12. **CHANGES** - Compute North may at any time by written instructions make changes, within the general scope of this order, in any one or more of the following: a. Quantity or specifications; b. Method of shipment or packing; and c. Place of delivery. If any such change causes any increase or decrease in the cost of, or time required for, performance of this order, any equitable adjustment shall be made in the order price or delivery schedule, or both and the order shall be modified in writing accordingly. Any claim by the Vendor for adjustment under this paragraph must be asserted within thirty (30) days from date of receipt by the Vendor of the notification of change, provided however, that Compute North may receive and act upon such claim asserted at any time prior to final payment under this order.
13. **CANCELLATION OF ORDER** - This purchase order or any part thereof may be canceled by Compute North with the giving of thirty (30) days' notice of intent to cancel for reasons including, but not limited to, the following: Compute North may cancel for costs exceeding the purchase order prices; late delivery, and failure of the Vendor to comply with the terms and conditions specified herein. Vendor may request cancellation of a purchase order if the Vendor is prevented from performance by an act of war, order of a legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the Vendor. If terminating for convenience and Vendor is unable to sell the products to any third party, Compute North will pay Vendor termination charges equal to the cost of materials and labor incurred (and not otherwise mitigated) on ordered products or services prior to the date of Compute North's termination notice; provided Vendor takes all steps reasonably necessary to mitigate such costs. Vendor will notify Compute North of the actual termination charges within thirty (30) days after termination.
14. **ERRORS** - In case of error in calculation or typing, the quoted unit price will be used as the basis for correction of this order.
15. **NONDISCRIMINATION** - The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, gender, age, disability, veteran status or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, creed, color, gender, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.
16. **COMPLIANCE WITH FEDERAL AND STATE LAWS** - The Vendor shall comply with all applicable Federal and State Laws and regulations in the performance of the Contract. The Contract shall be governed by and subject to the laws of the State of Minnesota.
17. **MATERIAL SAFETY DATA SHEETS** - An up-to-date Material Safety Data Sheet (MSDS) must accompany all goods requiring one in accordance with current State of Tennessee and Federal laws, rules and regulations.
18. **COPYRIGHTED/LICENSED PRODUCTS** - Vendor must be an authorized dealer for selling copyrighted/licensed products under this purchase order. Notwithstanding this, Vendor assumes responsibility for any and all liabilities associated with the selling of these products or services upon acceptance of purchase order.
19. **ACCEPTANCE OF TERMS**
 - a. The goods and/or services shall be furnished by the Vendor subject to and in accordance with this order. Vendor's acceptance of this order shall constitute agreement to be bound by and comply with all terms and conditions set forth herein. Written acceptance or shipment of all or

- any portion of the goods or the performance of all or any portion of the services covered by this order by the Vendor shall constitute unqualified acceptance of all its terms and conditions.
- b. Any additional or different terms and conditions shall not become part of the order, despite Compute North's receipt thereof unless Compute North specifically agrees in writing to the inclusion. The Vendor's quotation, if any, is incorporated and made a part of this Purchase Order only to the extent of specifying the nature and description of the goods or services ordered, warranty terms, and then only to the extent that such items are consistent with the other terms of this Purchase Order and/or Compute North's Request for Quotation.
20. **INSURANCE** - Vendor agrees to furnish Workers' Compensation Insurance in the amounts required by law. Public Liability and Property Damage coverage shall be for all operations under the proposal for at least \$100,000 for one person and \$300,000 for each accident for bodily injury or death; and for property damage at least \$50,000 for each accident, plus coverage for the equipment being moved. Certificate of Insurance is to be on file with Compute North's Purchasing Department prior to performing any work or service on Compute North's campus.
21. **SIGNATURE** - Only Compute North Purchase Orders with authorized electronic Signatures may contractually bind Compute North.
22. **AUDIT** - The Vendor shall maintain documentation for all charges against Compute North and payment made by Compute North under this Contract. The books, records and documents of the Vendor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment. These documents shall be subject to audit at any time and upon reasonable notice, by University or the Comptroller of the Treasury or their duly appointed representatives. The Vendor's financial statements shall be prepared in accordance with generally accepted accounting principles.
23. **ILLEGAL IMMIGRANTS** - By acceptance of this purchase order, the vendor is attesting that the vendor will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the goods/ services under this order. If the vendor is discovered to have breached this attestation, the vendor shall be prohibited from supplying goods/services to any state institution/state entity for a period of one (1) year from the date of discovery of the breach.
24. **DEBARRMENT CERTIFICATION** - By acceptance of this Purchase Order, the vendor certifies that no principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

IN WITNESS WHEREOF, by execution of these Purchase Order – Standard Terms and Conditions in the space provided below, the parties acknowledge and agree with the foregoing terms and conditions as of the latter of the dates listed below.

Accepted and Agreed to:

Compute North, LLC

Name: Brian Hakk

Signature: Brian Hakk

Title: Director of Finance

Date: 3/4/2021

Accepted and Agreed to:

Sunbelt Transformer, Ltd.

Name: Jamie Hypes

Signature: Jamie Hypes

Title: CFO

Date: 03/05/2021